

Step 1: Complete Part A.

Step 2: Complete Part B and sign the Declaration Form.

Step 3: Read Part C.

Step 4: Scan the Agreement and email to signup@onemusic.com.au or mail to Locked Bag 5000, Strawberry Hills, NSW 2012 and keep a copy for Your own records.

Note: We will contact You if there are any problems with the information You have provided here, otherwise Your Music Licence will be effective from the Commencement Date in accordance with clause 1 of the Terms and Conditions.

PART A – Your Information

Legal Name of Business or Organisation
(Your Business)

Your Business' ABN

Your Business' ACN

Trading Name of Your Business

Trust Name (if applicable)

Website

Postal Address

ADDRESS

STATE

POSTCODE

Street Address (if different from
Postal Address)

ADDRESS

STATE

POSTCODE

Telephone

Contact person

salutation / first name / last name

Contact person job title

Contact person email address

Contact person phone number

If different from contact person:

Invoice recipient

salutation/first name/last name

Invoice recipient job title

Invoice recipient email address

Invoice recipient mobile phone

number

Authorising person

salutation/first name/last name

Authorising person job title

Date on which music usage commenced

(Commencement Date)

If Your Business operates through a Trust then Your 'Legal Name of Business or Organisation' must be the name of the Trustee for that Trust. If You require Your invoice to be made out to the Trust, please supply Your Trust Name.

For annual licence fees over \$500.00, OneMusic Australia will **automatically invoice every quarter** in four instalments. If You would prefer to be invoiced annually in advance, regardless of the Licence Fee amount, please indicate below:

Please invoice annually in advance, regardless of the Licence Fee amount

We calculate your quarterly licence fee according to the relative number of days in each quarter (not by dividing your annual fee by four). This means that the invoice amount may vary slightly from quarter to quarter.

PART B – Licence Fees and Your music use

Place of Interest, Activity and Amusement

This is an agreement for a licence to Perform in Public, Communicate, Reproduce Licensed Music and/or Exhibit Music Videos for the Approved Usage as selected by You below.



All figures are quoted inclusive of GST. For more information about the Places of Interest, Activity and Amusement licence please read our Information Guide at onemusic.com.au/licences/places-of-interest-activity-and-amusement/ and for uses of music not covered under this Licence, our other Information Guides at onemusic.com.au.

This agreement consists of **Part A** (Your information), **Part B** (Licence Fees and Your music use) and **Part C** (Terms and Conditions).

Licence Fees


The rates applicable to each Licence Year for the selected Approved Usage (as declared by You below) are as follows:

1. Background Music

Gold	POIAA Area (m ²)	1 September 2020 - 31 August 2021	1 September 2021 - 31 August 2022
 unrestricted number of devices playing music from: <ul style="list-style-type: none"> a. an online stream or a music download via a personal digital music service or other online source; b. a “commercial background music supplier”; c. a commercial recorded music format, such as CD or vinyl record; d. an internet TV/radio; and/or e. a terrestrial or digital broadcast through TV and/or radio.  Digital Copy / Delivery POIAA Area does not include include any associated car parking area where music is audible. Please see set fee for car parking below.	0 - 50	\$517.44	\$560
	51 - 150	\$600.60	\$650
	151 - 500	\$716.10	\$775
	501 – 1,000	\$1,062.60	\$1,150
	1,001 – 2,000	\$1,293.60	\$1,400
	2,001 – 5,000	\$1,986.60	\$2,150
	5,001 – 7,500	\$2,448.60	\$2,650
	7,501 – 10,000	\$2,679.60	\$2,900
	10,001 – 15,000	\$3,141.60	\$3,400
	15,001 – 20,000	\$3,603.60	\$3,900
	20,001 plus	\$4,989.60	\$5,400


If applicable, Partial Rights Deduction minus 48.25% of total relevant amount for Gold package.

Rates include 10% GST. The GST-exclusive component of the rates for the Gold package will be **increased by CPI** each Licence Year commencing on or after 1 September of 2022 in accordance with clause 4.3 of the Terms and Conditions.

Silver	POIAA Area (m ²)	1 September 2020 - 31 August 2021	1 September 2021 - 31 August 2022
 unrestricted number of devices playing music from: <ul style="list-style-type: none"> a. a “commercial background music supplier”; b. a commercial recorded music format, such as CD or vinyl record; c. an internet TV service; and/or d. a terrestrial or digital broadcast through TV and/or radio. POIAA Area does not include include any associated car parking area where music is audible. Please see set fee for car parking below.	0 - 50	\$147.84	\$160
	51 - 150	\$231.00	\$250
	151 - 500	\$346.50	\$375
	501 – 1,000	\$693	\$750
	1,001 – 2,000	\$924	\$1,000
	2,001 – 5,000	\$1,617	\$1,750
	5,001 – 7,500	\$2,079	\$2,250
	7,501 – 10,000	\$2,310	\$2,500
	10,001 – 15,000	\$2,772	\$3,000
	15,001 – 20,000	\$3,234	\$3,500
	20,001 plus	\$4,620	\$5,000





If applicable, Partial Rights Deduction minus 48.25% of total relevant amount for Silver package.

Rates include 10% GST. The GST-exclusive component of the rates for the Silver package will be **increased by CPI** each Licence Year commencing on or after 1 September of 2022 in accordance with clause 4.3 of the Terms and Conditions.

Bronze		POIAA Area (m²)	1 September 2020 - 31 August 2021	1 September 2021 - 31 August 2022
 Unrestricted number of devices playing music only from a terrestrial or digital broadcast through TV and/or radio. POIAA Area does not include any associated car parking where music is audible. Please see set fee for car parking below.		0 - 50	\$86.53	\$87.31
		51 - 150	\$146.59	\$147.91
		151 - 500	\$234.14	\$236.25
		501 – 5,000	\$380.73	\$384.16
		5,001 – 10,000	\$509.00	\$513.58
		10,001 plus	\$661.70	\$667.66

Rates include 10% GST. The GST-exclusive component of the rates set out in the tables above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions.

Add ons

	POIAA Area (m²)	1 September 2020 – 31 August 2021	1 September 2021 – 31 August 2022	Partial Rights Deduction
 Car Parks	N/A	\$509	\$513.58	N/A
 Featured Music**	0 – 2,000	\$12.22 per day	\$12.33 per day	If applicable, Partial Rights Deduction minus 48.25% of total amount
	2,001 plus	\$24.43 per day	\$24.65 per day	
 Exhibiting Music Videos	0 – 2,000	\$346.12	\$349.24	N/A
	2,001 plus	\$692.24	\$698.47	
 Website Use	N/A	\$559.90	\$564.94	N/A

Rates include 10% GST. The GST-exclusive component of the rates set out in the tables above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions.

**Does not include performances where there is an Entry Fee or where Gross Expenditure on Live Artist Performers for that performance is greater than \$4,000, or held by a national event promoter (these are licensed separately, including directly by the national event promoter). Please find list of national event promoters here: onemusic.com.au/nep/

2. Workplace Music

Workplace Music (including Music Videos) \$2.05 per year for each FTE Employee
Subject to a Minimum Annual Fee of \$225.98
Includes:
 Any number of devices for Workplace Music
 Digital Copy/Delivery for the purposes of playing Workplace Music
If applicable, Partial Rights Deduction minus 48.25% of total amount

Rates include 10% GST. The GST-exclusive component of the rates set out in the tables above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions.




3. Telephone on Hold

Caller Capacity lines	Telephone on Hold (Communication only)		Telephone on Hold (Communication and Reproduction)		Partial Rights Deduction
	Single Location (for 1 Location)	Multiple Locations (per Business)	Single Location (for 1 Location)	Multiple Locations (per Business)	
1 - 2	\$246.52	\$328.69	\$308.15	\$410.86	If applicable, Partial Rights Deduction minus 48.25% of total amount
3 - 5	\$323.56	\$472.49	\$400.59	\$590.62	
6 - 10	\$482.77	\$729.29	\$606.03	\$914.17	
11 - 25	\$801.19	\$1,212.05	\$1,001.48	\$1,515.06	
26 - 50	\$1,520.20	\$2,403.56	\$1,900.25	\$2,999.31	
51 - 100	\$2,413.83	\$4,252.45	\$3,118.46	\$5,105.00	
100 - 200	\$4,827.66	\$8,833.59	\$5,793.19	\$10,600.31	
201 - 300	\$8,217.30	\$15,407.43	\$9,860.76	\$18,488.92	
301 - 400	\$10,600.31	\$20,543.24	\$12,716.27	\$24,651.89	
401 plus*	\$18.49 per additional line	\$30.81 per additional line	\$22.60 per additional line	\$36.98 per additional line	

*Licence Fees are capped at \$82,172.96 (including GST) per client (irrespective of the number of Locations licensed) .

Rates include 10% GST. The GST-exclusive component of the rates set out in the tables above will be **increased by CPI** on 1 September of each Licence Year in accordance with clause 4.3 of the Terms and Conditions.

4. Background Music for Dining

Dining Package A	Dining Package B	Dining Package C
 Unrestricted number of devices playing music from: <ol style="list-style-type: none"> an online stream or a music download via a personal digital music service or other online source; a “commercial background music supplier”; a commercial recorded music format, such as CD or vinyl record; an internet TV/radio or VOD service; and/or a terrestrial or digital broadcast through TV and/or radio. 	 Unrestricted number of devices playing music from: <ol style="list-style-type: none"> a “commercial background music supplier”; a commercial recorded music format, such as CD or vinyl record; an internet TV/radio service; and/or a terrestrial or digital broadcast through TV and/or radio. 	 Unrestricted number of devices playing music only from a terrestrial or digital broadcast through TV and/or radio.

Period	Dining Area Capacity	Packages			Partial Rights Deduction
		A	B	C	
1 September 2020 - 31 August 2021	7 - 15	\$790	\$340	\$173	If applicable, Partial Rights Deduction minus up to 48.25% of total relevant amount
	16 - 30	\$1,070	\$620	\$219	
	31 - 50	\$1,520	\$1,070	\$380	
	51 - 100	\$1,580	\$1,130	\$403	
	101+	\$1,635	\$1,185	\$420	
1 September 2021 - 31 August 2022	7 - 15	\$835	\$355	\$210	
	16 - 30	\$1,130	\$655	\$266	
	31 - 50	\$1,605	\$1,130	\$462	
	51 - 100	\$1,665	\$1,190	\$490	
	101+	\$1,725	\$1,255	\$511	
1 September 2022 - 31 August 2023	7 - 15	\$870	\$375	\$225	
	16 - 30	\$1,180	\$685	\$285	
	31 - 50	\$1,680	\$1,180	\$490	
	51 - 100	\$1,735	\$1,240	\$515	
	101+	\$1,800	\$1,305	\$540	

Rates include 10% GST. The GST-exclusive component of the rates set out in the tables above will be **increased by CPI** on 1 September of each Licence Year after 31 August 2023 in accordance with clause 4.3 of the Terms and Conditions.

* In cases where a Location is open fewer than 150 days a year, a 50% discount will be applied on the relevant Background Music Package Rate for the Dining Area.

Definitions (Part B)

Agreement has the meaning set out in the Terms and Conditions.

AMCOS Works has the meaning set out in the Terms and Conditions.

Approved Usage has the meaning set out in the Terms and Conditions.

APRA Works has the meaning set out in the Terms and Conditions.

Background Music for Dining means any Licensed Music (recorded or otherwise) used in Dining Areas, including Music Videos, at the Location, which is primarily intended to be passively listened to and not to be the main focus and is not Featured Music.

Background Music for POIAA means any Licensed Music (recorded or otherwise) used at the Location, including music videos contained in television programmes and films, that is not given prominence or used as a feature of that Location or any part of that Location. It does not include Licensed Music used in performance spaces or sporting areas of the Location where that use requires licences under other OneMusic licences.

Background Stream has the meaning as set out in the Terms and Conditions.

Caller Capacity Line means:

- a. for non-VOIP and non-cloud-based telephone systems, the maximum number of held calls for a single location that may be supported at any one time where music is played; and
- b. for VOIP and cloud-based telephone systems, the maximum number of simultaneous users across multiple locations that may be supported at any one time where music is played.

Car Park means any car parking facilities associated with the Location where Background Music for POIAA is audible.

Communicate has the meaning set out in the Terms and Conditions.

Digital Copy/Delivery means to Reproduce up to 2,000 tracks containing PPCA Sound Recordings and/or APRA Works and AMCOS Works:

- a. by copying from a licensed physical copy (e.g. a CD) to an electronic copy or another physical one;
- b. by copying from a licensed electronic copy (e.g. a legally acquired MP3 download) to another electronic copy or a physical one; or
- c. by downloading or accessing a stream from a personal digital music service for the purpose of performing music in public (that is, using a subscription, ad-funded or download music service that is limited in its terms of use to non-commercial listening);

Dining Area means the specific area within a multi-function establishment (e.g. an entertainment complex, stadium, winery):

- a. that is open to the public; and
- b. where the primary function is either:
 - i. the sale of food, with or without beverages; or
 - ii. the sale of hot beverages (e.g. tea, coffee) alone or in conjunction with the sale of food and which is not licensed for the consumption of alcohol; and
- c. that has a designated seating area of at least seven seats available for patrons of that business or establishment to consume the food/hot beverages at the Location; and
- d. the music played in the Dining Area is different to that audible in any other part of the Location,

but excluding any area where the provision of food and/or beverages does not include full or part table service.

Dining Area Capacity means the capacity of a Dining Area, being the maximum seating capacity.

Dining Package A means the Background Music for Dining Package that allows for:

- a. unrestricted number of devices playing music at the Location from:
 - i. an online stream or a music download via a personal digital music service or other online source;
 - ii. a "commercial background music supplier";
 - iii. a commercial recorded music format, such as CD or vinyl record;
 - iv. an internet TV/radio or VOD service; and/or
 - v. a terrestrial or digital broadcast through TV Screens and/or radios; and
- b. Digital Copy/Delivery.

Dining Package B means the Background Music for Dining package that allows for unrestricted number of devices playing music at the Location from:

- a. a "commercial background music supplier";
- b. a commercial recorded music format, such as CD or vinyl record;
- c. an internet TV/radio service; and/or
- d. a terrestrial or digital broadcast through TV Screens and/or radios.

Dining Package C means the Background Music for Dining package that allows for unrestricted number of devices playing music in any Dining Area only from a terrestrial or digital broadcast through TV Screens and/or radios.

Entry Fee means a fee charged for admission (even if not charged to all patrons) including but not limited to a ticket price, membership fee or cover charge.

Exhibit has the meaning set out in the Terms and Conditions.

Featured Music means music (recorded or otherwise) used at the location that is given prominence as a feature of that Location or any part of that Location, but does not include performances where there is an Entry Fee or where the Gross Expenditure on Live Artist Performers for that performance is greater than \$4,000 (excluding GST). Featured Music includes:

- a. performances, including Live Music Performances and Karaoke, which have been advertised to the public as having music as a feature such as 'Live Music Every Friday', 'Karaoke Thursday', or where music is advertised as part of a specific event or series of events; or
- b. where music has been compiled with a particular or recognisable theme such as 'Retro Night', 'Friday Night Beats' or 'Sunday Jazz'.

FTE Employee means full time employees or full time equivalents of Your Business as at the Commencement Date or relevant anniversary of that date. More information regarding how to determine the FTE Employees for Your Business is available at onemusic.com.au/licences.

Gross Expenditure on Live Artist Performers means all monies and the monetary value of all benefits receivable directly or indirectly by the Live Artist Performer, including all salaries, wages, profit shares, allowances and accommodation, travel & other expenses (but excluding GST), whether receivable by the Live Artist Performer or any agent, manager, assistant or associate of the Live Artist Performer.

Licence Year has the same meaning set out in the Terms and Conditions.

Licensed Music has the same meaning set out in the Terms and Conditions.

Live Artist Performer means any performer participating in the performance of music including featured and associated singers, musicians, DJs, dancers, models and conductors;

Live Music Performance means music that is performed by a Live Artist Performer.

Location means each of Your Business's locations as declared by You in the 'Your music use' below.

Music Video has the meaning as set out in the Terms and Conditions.

Package means either of the following Background Music packages:

Partial Rights Deduction means the deduction offered by OneMusic Australia on the Licence Fee rates for particular music use where, in respect of that particular music use:

- a. no PPCA Sound Recordings are used;
- b. the particular use of PPCA Sound Recordings does not require a licence from OneMusic Australia (on behalf of PPCA) due to there being a direct or alternate licence in place in respect of that particular use of PPCA Sound Recordings;
- c. no APRA Works and/or AMCOS Works are used; or
- d. the particular use of APRA Works and/or AMCOS Works does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) due to there being a direct or alternate licence in place in respect of that particular use of APRA Works and/or AMCOS Works.

Where applicable, the Licence Fee rates will be deducted by the relevant percentage amounts shown.

Perform in Public has the meaning as set out in the Terms and Conditions.

POIAA Area means the total size of the area or areas of the Location where Background Music for POIAA is audible. Car parking areas where Background Music for POIAA is audible should not be included in the measurement of POIAA Area, but declared separately under the Car Park tariff. Dining Areas where music is different to that audible in any other part of the Location should not be included in the measurement of POIAA Area, but declared separately under the music for Dining Package.

POIAA means a place of interest, activity or amusement and includes but is not limited to bowling alleys, fun parks, zoos, museums, aquariums, stadiums, sporting arenas, performance spaces, theatres, concert venues, exhibition spaces, non-council libraries, theme parks and wineries.

PPCA Sound Recordings has the same meaning set out in the Terms and Conditions.

Reproduce has the meaning set out in the Terms and Conditions.

Telephone on Hold means music used on a 'telephone on hold' system, whether sourced from radio or a recorded source (excluding the use of Music Videos).

Website Use means a Background Stream of music on Your website provided that the stream complies with clause 2.2 of the Terms and Conditions.

Workplace Music means to:

- a. perform music and/or Music Videos by any means for the benefit of employees or their family or corporate guests at the premises, and at functions and places to which the general public is not admitted, except at any conference, event or other function where there is an Entry Fee or the Gross is \$50,000 or more;
- b. perform music and/or Music Videos in reception or front-of-office areas that are open to the public (excluding any retail areas);
- c. allow employees to play music at their workplace (including via radios, streaming services, CD players); and
- d. permit the copying of music from legally obtained sources for the purposes noted above.

Your music use

Declaration Form

You need to select and declare the relevant categories of music use in either the Declaration Form below or, if You have multiple locations, in the spreadsheet document available on the OneMusic Australia website :

onemusic.com.au/media/Multi-Location/OneMusic_Australia_POIAA_ML_Template.xltm

The information you provide will constitute Your **Approved Usage** of the Licensed Rights for the Licensed Music and Music Videos under this Agreement.

Location name: _____ (Location)

You will need to declare Your relevant music use in the spaces below and sign a Declaration Form for each separate Location licensed by You under this Agreement. If You wish to license multiple locations under this Agreement, You may print a separate copy of this Declaration Form for each Location to be licensed.

1. Background Music for POIAA Area

Please select the Background Music for POIAA Package for that Location and declare the size in square metres of the POIAA Area of your Location in the table below.

Music use category (tick box)		POIAA Area (m ²)
<input type="radio"/>	Gold	
<input type="radio"/>	Silver	
<input type="radio"/>	Bronze	

Music supplier name (if applicable) _____

Eligible for Partial Rights Deduction for Background Music for POIAA?

- Yes, please deduct my Licence Fees for Background Music for POIAA by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Background Music for POIAA under either the Gold or Silver package at the Location.
- Yes, please deduct my Licence Fees for Background Music for POIAA by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Background Music for POIAA at the Location.

PLUS select any additional options below:

- Car Parks
- Website Use
- Exhibiting Music Videos
- Featured Music (please complete section 2 below)

2. Featured Music

If you are using Featured Music, please declare the size in square metres the POIAA Area at your Location and the annual number of days of operation when Featured Music performances are held at the Location in the table below.

POIAA Area (m ²)	Annual number of days of operation

*Excluding performances with an Entry Fee or where Gross Expenditure on Live Artist Performers is greater than \$4,000

*Do not include events held at your premises by a National Event Promoter. These are licensed separately, including directly by the National Event Promoter.

Eligible for Partial Rights Deduction for Featured Music?

- Yes, please deduct my Licence Fees for Featured Music by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Featured Music for POIAA at the Location.
- Yes, please deduct my Licence Fees for Featured Music by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Featured Music at the Location.

3. Workplace Music

If you are using Workplace Music, please declare the number of FTE Employees at Your Business as at the Commencement Date or the relevant anniversary of that date in the table below.

Number of FTE Employees

Eligible for Partial Rights Deduction for Workplace Music use?

- Yes, please deduct my Licence Fees for Workplace Music by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Workplace Music at the Location.
- Yes, please deduct my Licence Fees for Workplace Music by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Workplace Music at the Location.

4. Telephone on Hold

Please tick which Telephone on Hold option You require and the Caller Capacity Lines for Your Business:

		Caller Capacity Lines
<input type="radio"/>	Communication only – Select this option when you don't need to copy music tracks for your Telephone on Hold system (e.g. You play music directly from a CD, or an external agency has created and supplied Your messaging)	
<input type="radio"/>	Communication and Reproduction – Select this option when you do need to copy music tracks for your Telephone on Hold system (e.g. You have copied music from a CD onto a hard drive or directly onto Your telephone on hold system)	

- My Business is a single Location business My Business has multiple Locations

Eligible for Partial Rights Deduction for Telephone on Hold?

- Yes, please deduct my Licence Fees for Telephone on Hold by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Telephone on Hold.
- Yes, please deduct my Licence Fees for Telephone on Hold by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Telephone on Hold.

5. Background Music for Dining Area

Please select the required package for Background Music for Dining at the Location and also declare the Dining Area Capacity for that Dining Area at Your Location:

Package (tick box)		Dining Area Capacity (seating)
<input type="radio"/>	Gold	
<input type="radio"/>	Silver	
<input type="radio"/>	Bronze	

Music supplier name (if applicable)

Is the Location open for fewer than 150 days per year?

- Yes please discount my Licence Fees for Background Music for Dining by 50% as the Location is open fewer than 150 days per year.

Eligible for Partial Rights Deduction for Background Music for Dining?

- Yes, please deduct my Licence Fees for Background Music for Dining by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of PPCA) for the use of **PPCA Sound Recordings** for Background Music for Dining under the Dining Package A and Dining Package B packages in the Dining Area.
- Yes, please deduct my Licence Fees for Background Music for Dining by the Partial Rights Deduction as My Business does not require a licence from OneMusic Australia (on behalf of APRA AMCOS) for the use of **APRA Works and AMCOS Works** for Background Music for Dining in the Dining Area.

I declare that the information I have given on this Declaration Form and any supplementary pages is correct and complete to the best of my knowledge and belief. I understand that I may be subject to audits on my business to verify this stated music use and payment of arrears may need to be recovered should discrepancies arise.

I have read and understood the terms and conditions of this agreement and agree to be bound by them.

Signature of authorised person: _____

PART C - Terms and Conditions

1. Grant of licence

- 1.1 Subject to these Terms and Conditions, OneMusic Australia (**We, Us, Our**) grant You on and from the Commencement Date the Licensed Rights for the Approved Usage in Australia for the Term (**Licence**).
- 1.2 The Licence above will be effective as at the Commencement Date, provided that the first payment for Licence Fees (including an instalment) due under this Agreement is received by Us in accordance with clause 5.

2. Restrictions and Limitations

- 2.1 The Licence does not cover:
 - a. any right or music use not declared as an Approved Usage under this Agreement;
 - b. the use of any:
 - i. Grand Right Work in its entirety, except by means of a theatrically released film;
 - ii. choral work of more than 20 minutes duration in its entirety;
 - iii. music and associated words so as to burlesque or parody the work;
 - iv. musical work with new or substituted lyrics, or any lyrics which have been notified by APRA as prohibited;
 - v. musical work in a Dramatic Context, except by means of a theatrically released Film;
 - vi. music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;
 - c. the use of any infringing copies of ARIA Sound Recordings or PPCA Sound Recordings; or
 - d. the use of ARIA Sound Recordings or PPCA Sound Recordings in any manner that could reasonably be regarded as suggesting an approval, affiliation or endorsement by an artist or group of Your business or goods/ services.
- 2.2 The use of Licensed Music as a Background Stream is only granted to You as long as the Background Stream:
 - a. does not directly generate revenue as a result of the streamed music;
 - b. comprises at least 10, but no more than 15 PPCA Sound Recordings;
 - c. comprises no more than one PPCA Sound Recording by a particular artist or group;
 - d. does not include infringing copies of PPCA Sound Recordings; and
 - e. is only used on the website in a manner that:
 - i. is independent of the user's progress;
 - ii. is not associated with any particular part of the website, including without limitation, the homepage;
 - iii. does not act to synchronise PPCA Sound Recordings with any image or video on the website; and
 - iv. does not allow a user to choose which PPCA Sound Recordings they hear, or the times at which they hear them, or be otherwise able to control the nature and timing of the PPCA Sound Recordings played on the website.

3. Term

This Agreement commences on the Commencement Date and continues for successive Licence Years until terminated in accordance with clause 9 of these Terms and Conditions (**Term**).

4. Licence Fee

- 4.1 You must pay Us the Licence Fee for each Licence Year during the Term.
- 4.2 In the event You terminate this Agreement in accordance with clause 9.2, We will refund any unused portion of Your Licence Fees, provided that any such amount is greater than \$55.
- 4.3 We may increase the GST-exclusive component of any fees or rates expressed in the form of \$ on 1 September of each Licence Year in accordance with the increase in the Consumer Price Index between the two previous December Quarters.
- 4.4 In relation to any GST payable for a taxable supply by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.
- 4.5 Terms used in this clause 4 which are defined in the GST Act have the same meaning as in the GST Act.

5. Payment

- 5.1 We will issue a tax invoice for the relevant Licence Fees within 30 days of the date You lodge Your Licence agreement.
- 5.2 If Your Licence Fee is more than \$500, We will invoice You quarterly in 4 instalments, unless You elect otherwise.
- 5.3 Licence Fees are payable to Us within 30 days from the date of the invoice.
- 5.4 We may charge You interest at the Agreed Rate on any amount that remains unpaid after the due date of the invoice.
- 5.5 You may pay any invoice issued by Us using credit or debit cards (Visa, MasterCard but excluding Diners and American Express) or by direct bank transfer.
- 5.6 We may pass on to You any credit card fees and other electronic transaction charges and will inform You of this at the time of payment.
- 5.7 If You fail to pay any outstanding invoice after We provide notice to You, and We take steps to recover those amounts, any expenses or legal costs We incur in doing so will be recoverable from You by Us as a debt.

6. Supply of Information and Records

- 6.1 You must notify Us within 28 days of any change to the information previously supplied by You under the Agreement. Failure to do so may mean You are not appropriately licensed for Your uses of music.
- 6.2 We may, throughout the Term, require You to complete a re-assessment form or statement declaring any changes to the Approved Usage. This information must be completed and returned to Us within 28 days and we may require that information in the form of a statutory declaration.
- 6.3 On each Reporting Date during the Term You must declare in writing to Us:
 - a. the actual music use and operational details of Your premises for the then current Licence Year; and
 - b. the estimated music use and operational details for the relevant premises for the following Licence Year, which will form Your declaration of Approved Usage for the following Licence Year.
- 6.4 We may by written notice to You update Your Licence Fees, based on the revised information and Approved Usage arising as a result of clauses 6.1 to 6.3 above.
- 6.5 In the event of any increase in Licence Fees arising from this clause 6, we may issue an invoice for those amounts and You must pay the amount stated on the invoice within 14 days.
- 6.6 If We reasonably believe that the information declared by You under this Agreement is incorrect or incomplete, and we are unable to resolve that with You within 28 days, then the matter may be referred to Dispute Resolution under clause 10.

7. Records and Audit or examination

- 7.1 You must keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to Us under this Agreement can be properly ascertained.
- 7.2 We may on 14 days' notice to You audit or examine Your books of account and other records to determine the correctness of any report or payment under this Agreement, and You must pay the cost of the audit or examination within 14 days of receipt of an invoice for those costs if:
 - a. the audit or examination establishes that the amounts payable under this Licence were understated by more than 10%; or
 - b. if You have failed to supply any information required to be provided under this Agreement.
- 7.3 If the audit or examination establishes that the amounts payable under this agreement were understated by any amount, We will provide You with a copy of the auditor's or examiner's report and we may issue an invoice for the additional amount in accordance with clause 7.2(a) above.

8. Variation by Us

- 8.1 You acknowledge and agree that We may amend any or all of the terms and conditions of this Licence at any time (other than the grant of rights under clause 1 of the Terms and Conditions, and any Licence Fee rates and/or minimum fees specified under the Agreement), provided that:
 - a. We provide You with reasonable notice of any such amendments (Amendment Notice); and
 - b. the changes so notified will only take effect as at the commencement of the Licence Year following the Licence Year in which the Amendment Notice was received.
- 8.2 If You do not agree with the amended terms and conditions as notified in an Amendment Notice, You may terminate this Agreement to be effective as at the end of the Licence Year in which the Amendment Notice was received.

9. Termination

- 9.1 We may terminate this Agreement for convenience on at least 1 month's written notice to You, not to be effective before the end of the Licence Year in which such notice is given.
- 9.2 You may terminate this Agreement for convenience on at least 2 months' written notice to Us.
- 9.3 We may immediately terminate this Agreement by notice, if You:
 - a. fail to pay any sum when due under this Agreement within 14 days after the due date;
 - b. breach any other term of this Agreement and fail to remedy the breach within 7 days after being requested in writing to do so by Us;
 - c. go into liquidation, have a receiver or receiver and manager appointed to You or any part of Your assets, enter into a scheme of arrangement with creditors or suffer any other form of external administration; or
 - d. being an individual, commit any act of bankruptcy or enter into a scheme of arrangement with creditors.

10. Dispute Resolution

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the "Resolution Pathways" alternative dispute resolution mechanism. Information about the mechanism can be obtained from www.resolutionpathways.com.au

11. Notices

- 11.1 Any notice or other communication to or by a party under this Agreement must be in writing addressed to the other party.
- 11.2 All notices to Us must be sent to:

OneMusic Australia
16 Mountain St
Ultimo, NSW, 2007
hello@onemusic.com.au

11.3 All notices to You will be sent to the postal address or email address You have supplied to Us, or to such other postal address or email address as notified by You to Us in writing for this purpose.

12. Confidentiality

12.1 Subject to clause 12.2, We agree to treat as confidential, during and after the Term of this Agreement, all information provided by You that can properly be regarded as confidential and is not in the public domain.

12.2 Information You provide may be:

- a. disclosed to Our licensing partners, auditors and other professional advisers; and
- b. aggregated to provide industry statistics for publication or consultation.

13. Privacy Notice

Some of the information You are providing may be personal information under the Privacy Act. Information collected is only for the business purposes of One Music Australia and will not be disclosed to any third parties except in accordance with the privacy policy applicable to OneMusic Australia. The OneMusic Australia privacy statement can be obtained from the OneMusic Australia website onemusic.com.au/about/privacypolicy.

14. Miscellaneous

14.1 No waiver by Us of any breach of any provision of this Agreement operates as a waiver of another breach of the same or of any other provision of this Agreement.

14.2 This Agreement is personal to You. You are not entitled to assign any of Your rights or novate Your obligations without Our prior written consent.

14.3 Subject to clause 8, this Agreement may only be varied by the written agreement of the parties.

14.4 The Licence Fee under this Agreement is net of all withholding or similar taxes. In the event You are required to pay any such taxes, those payments are to be made without liability to Us.

14.5 This Agreement must be construed in accordance with the laws in force in the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of New South Wales Courts.

15. Definitions

In this Agreement:

Act means the *Copyright Act 1968*;

Advertisement means an announcement designed to attract the attention of the public or any part of it to a product, service, person, organisation or line of conduct;

Agreed Rate means the interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FILRSBV00) plus 2 percentage points, calculated on daily rests from the due date to the date of payment.

Agreement:

- a. in circumstances where You have completed a OneMusic Australia licence agreement in paper or PDF format, Agreement means Part A, Part B, Part C of that document and any and all schedules, attachments and/or annexures;
- b. in circumstances where You have completed a OneMusic Australia licence agreement on the OneMusic Australia online portal, Agreement means the information
 - i. declared by You in response to the portal questions;
 - ii. the licence "Summary" page; and
 - iii. the Terms and Conditions; and
- c. in all cases, includes any statements or declarations provided under clauses 6.1, 6.2 and 6.3 of these Terms and Conditions and the Terms;

AMCOS Works means all Works the right of reproduction of which for the purposes of this agreement are controlled by AMCOS for Australia; AMCOS Sound Recordings means a Sound Recording of a Production Music Work;

Approved Usage means the uses of music as declared by You under the Agreement;

APRA AMCOS Rights means (as the context requires) a licence:

- a. from APRA to Perform In Public and Communicate APRA Works;
- b. from AMCOS to Reproduce AMCOS Works;

APRA Works means all Works the rights of public performance of which is owned or controlled by APRA AMCOS for Australia;

Background Stream means a linear stream of music selected by You for the sole purpose of background on Your website, provided that the stream is compliant with clause 2.2 of these Terms and Conditions;

Communicate has the same meaning as in the Act;

Commencement Date means the first day of the month in which Your Music Usage commenced as declared by You under the Agreement;

Consumer Price Index means the All Groups CPI, weighted average of eight capital cities index published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989-90 equals 100, and **December Quarter** means quarter year ending 31 December;

Copyright Agency means the Copyright Agency Limited, the collecting society for authors, journalists, photographers, visual artists and publishers and is the non-exclusive licensee of certain rights in the Copyright Agency Works;

Copyright Agency Rights means the Right to Reproduce Copyright Agency Work; **Copyright Agency Works** means words and text from books, poems, plays and other literary works whose rights are owned or controlled by Copyright Agency in Australia;

Dramatic Context means:

- a. in conjunction with a presentation on the live stage that has:
 - i. a storyline; and
 - ii. one or more narrators or characters; or
- b. as a ballet;

Exhibit means to cause a Music Video, in so far as it consists of visual images, to be seen in public and, in so far as it consists of sounds, to be heard in public;

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999*;

Film means a copy of a cinematograph film within the meaning of that term contained in the Act;

Licensed Rights means, as relevant to any particular Approved Usage, APRA AMCOS Rights, Copyright Agency Rights and PPCA Rights; Licence Year means any 12 month period (or part thereof) commencing on the Commencement Date or the anniversary of the Commencement Date as the case may be;

Licensed Sound Recordings means AMCOS Sound Recordings and PPCA Sound Recordings;

Licensed Music means Licensed Works and Licensed Sound Recordings;

Licensed Works means APRA Works and AMCOS Works;

Music Video means a Film in any form including digital or other electronic machine-readable form:

- a. that embodies:
 - i. a Sound Recording; or
 - ii. a sound-track that, if made separately from the Film, would be a Sound Recording; and
- b. in which the copyright is owned or controlled by a PPCA Licensor;

OneMusic Australia means APRA AMCOS trading as OneMusic Australia as authorised by PPCA;

Perform in Public means to perform Licensed Works in public and to cause to be heard Licensed Sound Recordings in public;

PPCA Label means those labels owned or controlled by a PPCA Licensor listed on the PPCA website www.pcca.com.au/labels/list-of-current-licensors/, as amended;

PPCA Licensor means those licensors listed on the PPCA website www.pcca.com.au/labels/list-of-current-licensors/, as amended;

PPCA Rights means a licence from PPCA for the right to

- a. Reproduce PPCA Sound Recordings in order to Communicate PPCA Sound Recordings and/or Perform in Public any PPCA Protected Sound Recordings;
- b. Communicate PPCA Sound Recordings;
- c. Perform in Public PPCA Protected Sound Recordings; and/or
- d. Exhibit Music Videos;

PPCA Protected Sound Recordings means a PPCA Sound Recording for which the Act grants a public performance right, among other rights;

PPCA Sound Recordings means any Sound Recording in which the copyright is owned or controlled by a PPCA Licensor, and which has been released on a PPCA Label, in any form including digital or other electronic machine-readable form;

Production Music means any AMCOS Work for which AMCOS is also granted the right to license the reproduction of the Sound Recording of that work;

Reporting Date means 30 days prior to the end of the relevant Licence Year;

Reproduce means to reproduce Licensed Works and make a copy of Licensed Sound Recordings;

Sound Recording has the same meaning as in the Act; and

Works means a musical work and any literary work normally associated with it by the copyright owner for Australia (or part of a musical work and associated literary work), and a reference to a Work includes a reference to a share in any such Work.

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